

This instrument was prepared by  
and after recording return to:

Regine M. Monestime, Esq.  
City Attorney  
City of North Miami  
776 N.E. 125<sup>th</sup> Street  
North Miami, FL 33161

## **MEMORANDUM OF COMMERCIAL REHABILITATION GRANT AGREEMENT**

**THIS MEMORANDUM OF COMMERCIAL REHABILITATION GRANT AGREEMENT** (the "Memorandum") is made and entered into as of the \_\_\_\_ day of June, 2014 by and between the **CITY OF NORTH MIAMI**, a Florida municipal corporation, (the "City") having an address at 776 N.E. 125<sup>th</sup> Street, North Miami, Florida 33161 and **GATOR 12955 NW 7<sup>TH</sup> AVE, LLC, a Florida Limited Liability Company** (the "Grantee") having a principal address at 1595 N.E. 163 Street, North Miami Beach, FL 33162.

### **RECITALS**

1. City and Grantee have entered into that certain Commercial Rehabilitation Grant Agreement dated June \_\_\_\_, 2014 (the "Grant Agreement") pursuant to which the City provided a Grant to the Grantee for the rehabilitation of the real property as more particularly described on Exhibit "A" attached hereto.

2. City and Grantee desire to place all persons upon notice of existence of the Commercial Rehabilitation Grant Agreement.

**NOW, THEREFORE**, for in consideration of the sum of Ten and No/Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by City and Grantee, the parties agree as follows:

1. Recitals. The above stated recitals are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Grant Agreement.

2. Purpose. This Memorandum is filed of record in Official Records of Miami-Dade County, Florida to give constructive notice to all parties of the existence of the Grant Agreement.

3. Term. The Grant Agreement provides for an effective term of one (1) year and ninety (90) days from the date hereof.

4. Assignment. The Grant Agreement also provides that the property may not be transferred during the seven (7) year period following completion of the Project

5. Termination. This Memorandum shall remain in effect until the recording of a written instrument terminating or releasing this Memorandum executed by the City. Upon any termination of this Memorandum, no person shall be charged with any notice of the provisions hereof.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum to be duly executed as of the date and year first above written.

**GRANTEE:**

By: [Signature]

WILLIAM GOLDSMITH  
Type or Print Name

STATE OF FLORIDA )  
SS:  
COUNTY OF MIAMI-DADE )

The foregoing was acknowledged before me this 23 day of JUNE 2014, by WILLIAM I. GOLDSMITH, who (check one) ☒ are personally known to me or ☐ have produced a Florida drivers license as identification.

[Signature]  
Notary Public  
Print Name:

My Commission Expires:

**CITY:**

CITY OF NORTH MIAMI,  
a Florida Municipal Corporation



DocuSigned by:  
Aleem Ghany  
By: AD8C42C3AF4E44B...  
City Manager

Attest: DocuSigned by:  
[Signature]  
By: 2C7010872EE8414...  
City Clerk

Approved as to form and legal sufficiency:  
DocuSigned by:  
Regine Monestime  
By: 9/87BB01BC7F413...  
City Attorney

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Lot 21 less the East 20 Feet, less the West 17 Feet for road, and Less the North 25 Feet thereof, and Less the South 5 Feet, NILEARN SUBDIVISION, according to the plat thereof, as recorded in Plat Book 8, Page 35 of the public records of Miami-Dade County, Florida. A.K.A. 12955 N.W. 7 Avenue.

Folio #: 06-2125-003-0030